REQUEST FOR QUOTATIONS		THIS RFQ [X] IS [ ] IS NO	IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE			PAGE	OF PAGES	
(THIS IS NOT AN ORDER)						1	31	
1. REQUES		2. DATE ISSUED	3. REQUISITION/PURCH REQUEST NO.	HASE	I	Γ. FOR NAT. DEF. DER BDSA REG. 2	RATING	
N00174-04-		15-Jan-2004				AND/OR DMS REG. 1 DO-C9E		
5a. ISSUED NAVSEA IND 101 STRAUS ATTN: AMAN BRAYAL@IH.	IAN HEAD S AVE. NDA BRAY 1141F				6. DELI	6. DELIVER BY (Date)  SEE SCHEDULE		
INDIAN HEAD	D MD 20640-5035				7. DELIVE	 RY		
					[ ] FO		OTHER	
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) AMANDA L. BRAY 301/744-6635					DE	STINATION	(See Sched	·
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE					NAVSEA IND RECEIVING ( 101 STRAUS INDIAN HEAL	9. DESTINATION (Consignee and address, including ZIP Code) NAVSEA INDIAN HEAD RECEIVING OFFICER BLDG 116 101 STRAUSS AVE. INDIAN HEAD MD 20640-5035 TEL: 301/744-4861 FAX:		
10. PLEAS (Date)	E FURNISH QU 28-Jan-2004	OTATIONS TO TH	E ISSUING OFFICE IN BLO	CK 5a ON OR BEFO	ORE CLOSE C	OF BUSINESS:		
it to the address contract for sup	ss in Block 5a. This pplies or services.	s request does not commit	otations furnished are not offers. I the Government to pay any costs i rigin unless otherwise indicated b	ncurred in the preparatio	n of the submissi	ion of this quotation or to		
		11. SCH	EDULE (Include applicabl	le Federal, State, and	d local taxes)			
ITEM NO. (a)		SUPPLIES/ SER (b)	VICES	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	1	AMOUNT (f)
	SEI	E SCHEDU	LE					
12. DISCOUNT FOR PROMPT PAYMENT a. 10 CALENDAR DAYS				b. 20 CALENDAR	I .	30 CALENDAR DAYS	1	ENDAR DAYS
			%		%		% No.	%
	NOTE: Additional provisions and representations [ ] are [ ] are not also no				ot attached.  14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION  15. DATE OF QUOTATIO			
				16. NAME AND TITLE OF SIGNER (Type or print)  TELEPHONE NO (Include area code)				

AWARDS WILL BE MADE AT THE CLIN LEVEL. MULTIPLE AWARDS ARE ANTICIPATED.

ITEM NO 0001	SUPPLIES/SERVICES ENCLOSURE	QUANTITY	UNIT Each	UNIT PRICE	AMOUNT
	FFP				
	Machined and welded met Mount Control Panel.	al Enclosure, and	Enclosure Fran	ne for MK 437 Gun	
	To be manufactured, and v drawings #7245045, 7245 referenced in the following	038, and 7245037,	as well as the		
ITEM NO 0001AA	SUPPLIES/SERVICES  ENCLOSURE WELDME FFP See attached drawing #724		UNIT Each	UNIT PRICE	AMOUNT
ITEM NO 0001AB	SUPPLIES/SERVICES TOP ENCLOSURE FFP	QUANTITY 18	UNIT Each	UNIT PRICE	AMOUNT
	See attached drawing #724	45044.			
ITEM NO 0001AC	SUPPLIES/SERVICES	QUANTITY 18	UNIT Each	UNIT PRICE	AMOUNT
	ENCLOSURE SIDE FFP See attached drawing #724	45043.			
ITEM NO 0001AD	SUPPLIES/SERVICES	QUANTITY 18	UNIT Each	UNIT PRICE	AMOUNT
	BASE REAR FFP See attached drawing #724	45042.			
ITEM NO 0001AE	SUPPLIES/SERVICES	QUANTITY 18	UNIT Each	UNIT PRICE	AMOUNT
	BASE SIDE FFP See attached drawing #724	45041.			
	-				
ITEM NO 0001AF	SUPPLIES/SERVICES	QUANTITY 18	UNIT Each	UNIT PRICE	AMOUNT
OUUTAT	BASE PLATE	10	Lacii		
	FFP See attached drawing #724	45040.			

ITEM NO 0001AG	SUPPLIES/SERVICES ENCLOSURE FRAME W FFP See attached drawing #724		UNIT Each	UNIT PRICE	AMOUNT
ITEM NO 0001AH	SUPPLIES/SERVICES FRAME BASE FFP See attached drawing #724	QUANTITY 18 5039.	UNIT Each	UNIT PRICE	AMOUNT
ITEM NO 0001AJ	SUPPLIES/SERVICES  REAR PLATE  FFP  See attached drawing #724	QUANTITY 18 5036.	UNIT Each	UNIT PRICE	AMOUNT
ITEM NO 0001AK	SUPPLIES/SERVICES RIGHT SIDE FRAME WE FFP See attached drawing #724		UNIT Each	UNIT PRICE	AMOUNT
ITEM NO 0001AL	SUPPLIES/SERVICES  LEFT SIDE FRAME WELFFP  See attached drawing #724		UNIT Each	UNIT PRICE	AMOUNT
ITEM NO 0001AM	SUPPLIES/SERVICES FRONT FRAME FFP See attached drawing #724	QUANTITY 18 5035.	UNIT Each	UNIT PRICE	AMOUNT
ITEM NO 0002	SUPPLIES/SERVICES  PEDESTAL FFP Machined and welded meta To be manufactured, and w drawing #7245400, as well following subCLINs (also a	relded to the exact as the individual p	specifications of	attached technical	AMOUNT

ITEM NO 0002AA	SUPPLIES/SERVICES  GUSSET, BASE PLATE FFP See attached drawing #740	QUANTITY 18 2568.	UNIT Each	UNIT PRICE	AMOUNT
ITEM NO 0002AB	SUPPLIES/SERVICES  PLATE, BASE FFP See attached drawing #740	QUANTITY 18 2567.	UNIT Each	UNIT PRICE	AMOUNT
ITEM NO 0002AC	SUPPLIES/SERVICES  GUSSET FFP See attached drawing #724	QUANTITY 18 5404.	UNIT Each	UNIT PRICE	AMOUNT
ITEM NO 0002AD	SUPPLIES/SERVICES  BRACKET, ISOLATION FFP See attached drawing #724		UNIT Each	UNIT PRICE	AMOUNT
ITEM NO 0002AE	SUPPLIES/SERVICES  COLUMN FFP See attached drawing #724	QUANTITY 18 5402.	UNIT Each	UNIT PRICE	AMOUNT
ITEM NO 0002AF	SUPPLIES/SERVICES FLANGE, COLUMN FFP See attached drawing #724	QUANTITY 18 5401.	UNIT Each	UNIT PRICE	AMOUNT

ITEM NO 0003	SUPPLIES/SERVICES  BOX FFP Machined and welded met Panel.  To be manufactured, and v drawings #7244503, 7244. referenced in the following	welded to the exact 504, and 7244505,	specifications of as well as the inc	attached technical	AMOUNT
ITEM NO 0003AA	SUPPLIES/SERVICES  BOX, WELDMENT FFP See attached drawing #724	QUANTITY 18 44504.	UNIT Each	UNIT PRICE	AMOUNT
ITEM NO 0003AB	SUPPLIES/SERVICES  TOP FFP See attached drawing #724	QUANTITY 18 14512.	UNIT Each	UNIT PRICE	AMOUNT
ITEM NO 0003AC	SUPPLIES/SERVICES FRAME, FRONT FFP See attached drawing #724	QUANTITY 18 44508.	UNIT Each	UNIT PRICE	AMOUNT
ITEM NO 0003AD	SUPPLIES/SERVICES FRAME, REAR FFP See attached drawing #724	QUANTITY 18 14507.	UNIT Each	UNIT PRICE	AMOUNT
ITEM NO 0003AE	SUPPLIES/SERVICES  SKIN WELDMENT FFP See attached drawing #724	QUANTITY 18 44505.	UNIT Each	UNIT PRICE	AMOUNT
ITEM NO 0003AF	SUPPLIES/SERVICES  PLATE FFP See attached drawing #724	QUANTITY 18 44514.	UNIT Each	UNIT PRICE	AMOUNT

EM NO 3AH	FFP See attached drawing #724 SUPPLIES/SERVICES	44511.			
3AH	SUPPLIES/SERVICES				
	BAR	QUANTITY 18	UNIT Each	UNIT PRICE	AMOUNT
	FFP See attached drawing #724	44506.			
CLAUS	SES INCORPORATED B	Y REFERENCE			
252.20	4-7001 Commercial Reporting	And Government	Entity (CAGE	) Code AUG 1999	
CLAUS	SES INCORPORATED B	Y FULL TEXT			
52.204	-3 TAXPAYER IDENT	ΓΙΓΙCATION (OC	Т 1998)		
(a) Def	initions.				
				tity that owns or controls an affiliated basis, and of which the offero	
Service		fferor in reporting	income tax and	neans the number required by the d other returns. The TIN may be e	
debt co and 605 reporting	llection requirements of 3 50M, and implementing reng requirements described	1 U.S.C. 7701(c) a gulations issued by in Federal Acquis	and 3325(d), regy the IRS. If the ition Regulation	s (d) through (f) of this provision porting requirements of 26 U.S.C. e resulting contract is subject to the (FAR) 4.904, the failure or refusayments otherwise due under the	. 6041, 6041A, ne payment sal by the offeror
offeror'	s relationship with the Go	vernment (31 U.S. in FAR 4.904, the	C. $7701(c)(3)$	on any delinquent amounts arising If the resulting contract is subjec hereunder may be matched with I	et to the payment
(d) Tax	payer Identification Numb	oer (TIN).			
TI	N:				

TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(f) Common parent.
Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
Name and TIN of common parent:
Name
TIN
(End of provision)
52.213-4 TERMS AND CONDITIONSSIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (OCT 2003)
(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
(1) The clauses listed below implement provisions of law or Executive order:
(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iv) 52.225-13, Restrictions on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) Listed below are additional clauses that apply:
- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Oct 2003).
- (v) 52.233-1, Disputes (Jul 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (APR 2003).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
- (1) The clauses listed below implement provisions of law or Executive order:
- (i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).
- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).
- (vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

- (viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition-**-
- (A) Is set aside for small business concerns; or
- (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)
- (2) Listed below are additional clauses that may apply:
- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).
- (ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).
- (iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).
- (iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

### (Insert one or more Internet addresses)

- (d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--
- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the

Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- (f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is (332322) (insert NAICS code).
- (2) The small business size standard is (500 employees) (insert size standard).
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--
- (i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

- (b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
- (2) Any award resulting from this solicitation will be made to a small business concern.
- (c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

# 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

- (a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve

System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

### 52.247-45 F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)

Offers are invited on the basis of both f.o.b. origin and f.o.b. destination, and the Government will award on the basis the Contracting Officer determines to be most advantageous to the Government. An offer on the basis of f.o.b. origin only or f.o.b. destination only is acceptable, but will be evaluated only on the basis submitted.

(End of provision)

## 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number--
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the

FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

### **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	100 dys. ADC		NAVSEA Indian Head Division Receiving Officer 101 Strauss Ave., Bldg. 116 Indian Head, MD. 20640-5035 301/744-4861 Scott McKee, Bldg. 116E FOB:	N00174
0001AA	A 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0001AE	3 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0001AC	C 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0001AE	0 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0001AE	E 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0001AF	100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0001AC	G 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174

0001AH 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0001AJ 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0001AK 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0001AL 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0001AM 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0002 100 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB:	N00174
0002AA 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0002AB 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0002AC 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0002AD 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0002AE 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0002AF 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0003 100 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB:	N00174
0003AA 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0003AB 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0003AC 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0003AD 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0003AE 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174

0003AF 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0003AG 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174
0003AH 100 dys. ADC	18	(SAME AS PREVIOUS LOCATION) FOB:	N00174

## THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

**GENERAL INFORMATION:** Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. Therefore, the Government encourages Offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions. The RFQ is being conducted on a best value basis utilizing the tradeoff process.

The Offerors shall submit the following information. Failure to do so will render an offer ineligible for award

- 1. Two (2) completed and signed RFQ packages, with all representation certifications executed, and with prices in Section B.
- 2. Two (2) copies of the technical proposal
- 3. Two (2) copies of the past performance information
- 4. Two (2) copies of the price proposal

**OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS:** (Listed in order of importance) Information shall be submitted in three separate sections as detailed below.

**TECHNICAL PROPOSAL** – Shall address Factors as detailed below. Not to exceed 15 single sided pages, not less than 10 pitch (Times New Roman or similar).

## 1. Technical

The offeror must demonstrate their ability to fabricate and deliver Weldments (enclosure, pedestal, and box) that meet all requirements identified in the RFQ. The offeror must demonstrate that they have produced same or similar Weldments. The offeror must have experience in working with helicoils.

## 2. Experience

The offeror shall provide evidence that demonstrates during the past three (3) years experience in manufacturing, and delivering in a timely manner, Weldments, same or similar, to the parts described in the RFQ.

**Past Performance -** Shall contain only the Past Performance Information)

Past Performance is a measure of the degree to which an Offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complied with federal, state, local laws and regulations. The Offeror shall provide a list of references using the *Past Performance Matrix, (Attachment 2)*, who will be able to provide information regarding the Offerors past performance during the past three (3) years regarding; (1) customer satisfaction; (2) timeliness; (3) technical success; (4) program management; (5) and quality.

The Offeror will submit the *Past Performance Questionnaire (Attachment 3)* to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. The Offeror shall instruct the references to complete Past Performance Questionnaire and return it directly to:

Naval Sea Systems Command, Indian Head Division 101 Strauss Avenue Attn: Amanda Bray, Code 1141F, Building 1558 Indian Head, MD 20640-5035 Fax: (301) 744-6635 Email: brayal@ih.navy.mil

The Offerors selected references must be listed on the Past Performance Matrix. Failure of the references to submit Past Performance Questionnaire to the contract specialist by the Closing Date of the Solicitation may result in inability of the Government to rank the Offerors past performance.

# NOTE: PAST PERFORMANCE INFORMATIONAL & QUESTIONNAIRE SHEETS ARE ATTACHMENTS TO RFQ.

### 1. Price

The price proposal shall include the completed RFQ document and any available pricing information to facilitate the price analysis that will be performed in evaluating the proposal (i.e., cost breakdown, catalog pricing, past pricing history, etc.).

The price/cost information shall include data regarding the general financial condition of the offeror and specific plans for financing the proposed contract. The Government does not intend to provide any financial assistance.

### **EVALUATION FACTORS FOR AWARD**

- 1. GENERAL: The government shall award a contract resulting from this RFQ to the responsible offeror whose submission, complying with the instructions and conforming to the solicitation, represents the best value on the basis of an integrated assessment of the evaluation factors for award. Once all evaluations are complete and tabulated in accordance with the Source Selection Plan, the government will make a series of comparisons among the Offerors by comparing the tabulated scores to the evaluated price or. From these comparisons the government will determine the offeror who offers the best value to the government.
- 2. RELATIVE IMPORTANCE OF THE EVALUATION FACTORS: Since an Offeror must comply with the instructions contained in the Instructions to Offerors it behooves an offeror to read carefully the instructions as the Contracting Officer may eliminate an Offeror from further consideration for failure to comply with the instructions. In deciding which of the Offerors, complying with the instructions, is the best value the government will consider the following factors, listed in order of importance unless otherwise noted:

## **FACTORS:**

- 1. Technical
- 2. Experience
- 3. Past Performance\*

### **Subfactors:**

a. Enclosure Weldment

<sup>\*</sup>Past performance is equal in value to factors 1 and 2 combined.

- b. Pedestal Weldment
- c. Box Weldment

### Past Performance shall be rated based on the following:

- 1. The Government will evaluate the quality of the Offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the Offeror's past performance will be used to evaluate the relative capability of the Offeror and their competitors to successfully meet the requirements of the RFQ.
- 2. The Government will evaluate the quality of the Offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the Offeror may be lacking in areas such as technical success, quality and customer satisfaction. In evaluating an Offeror's past performance, the Government will consider information contained in the Offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.
- a. The subfactors listed below (which are equal in importance) will be used to evaluate past performance:
- i. Customer Satisfaction. The Offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.
- ii. Timeliness. The Offeror's demonstrated ability to meet contract schedules and delivery dates.
- iii. Technical Success. The Offeror's demonstrated ability to understand and perform contract requirements.
- iv. Program Management. The Offeror's ability to meet or exceed its subcontracting plans.
- v. Quality. The Offeror's demonstrated ability to conform to contract specification requirements.
- 3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

**Excellent** - The Offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

**Good** - The Offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the Offeror again.

**Average-** The Offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the Offeror again.

**Poor -** The Offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the Offeror again under any circumstances.

**Neutral** - Offerors lacking relevant past performance history will receive a neutral rating for past performance.

### 4. Price

Although cost/price is the least important factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the offers in relation to the other factors on which selection is to be made.

Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart as follows in this example:

<u>Offeror</u>	Factors 1& 2 Score*	Past Performance Rating	<u>Cost/Price</u>
A	88	Excellent	\$40,025
В	93	Excellent	\$45,000
C	0 **	Good	\$42,500
D	82	Excellent	\$38,500
E	93	Poor	\$39,000

<sup>\*</sup> Not to exceed 100

Once this information is tabulated, Offerors will be compared making value and price tradeoffs and award will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest scores also represents the lowest price then that offeror is clearly the Best Value. If an offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. In the example the government may award to Offeror A, Offeror B (if it could be determined whether the difference in greater value is worth the difference in price when compared to Offeror A), or Offeror D. Offeror E, even though reflective of a high technical score would be eliminated based on the POOR Past Performance rating.

<sup>\*\*\*</sup> Offeror did not comply with RFQ instructions - was not evaluated

# PAST PERFORMANCE MATRIX

References	Dollar	Work	Contract	Contract	Provide Explanation for NO
	Value of	Description	Completed	Completed	Answers
	Contract		on Time YES/NO	at Cost YES/NO	
			I ES/NO	(if No, %	
				of overrun)	
				·	

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/COMPANY NAME, ADDRESS, POC, AND TELEPHONE NUMBER

ATTACHMENT (1)































































































